

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ELYN SEGURA and JORGE GONZALEZ
ALVAREZ, *individually*,

Plaintiffs,

-against-

INKAY CORP. (d/b/a FLOR DE
BROADWAY), and STEPHANY
LOPEZ-FULGENCIO,

Defendants.

Case No. 16-cv-4099 (LTS)

**DECLARATION OF JORGE GONZALEZ
ALVAREZ IN OPPOSITION TO
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

JORGE GONZALEZ ALVAREZ, being duly sworn, deposes and states the following under the penalty of perjury:

1. I am a plaintiff in the above-referenced action and, as such, I am fully familiar with the facts and circumstances of this matter.
2. My attorney informed me that my former employer (the "Defendants") have asked the court to dismiss this case because they claim that they did not have sales of at least \$500,000 per year. I submit this affidavit in opposition to Defendants' request that the Court dismiss the case.
3. From approximately January 15, 2015 until on or about July 16, 2016, I was employed by the Defendants at their restaurant, Flor de Broadway, located at 3395 Broadway, New York, New York 10032, primarily as a cook, although I performed other functions.
4. In my work I used ingredients and equipment that were imported from outside of New York State, including meats and vegetables.
5. Throughout my employment with Defendants, I regularly worked in excess of forty (40) hours per week.
6. Throughout my employment with Defendants, I was paid my wages in cash.

7. Throughout my employment with Defendants, Flor de Broadway was open to the public from 6:30 a.m. to 11:00 p.m., seven days a week. The restaurant did not close on any day of the week or for any holidays throughout the year.

8. At any given time there were approximately twenty employees working in the restaurant: two cooks, two kitchen helpers, a manager, two delivery persons, two dishwashers, and approximately eight to eleven employees who worked as waitresses and cashiers, and two sandwich makers.

9. During my time at Flor de Broadway, our manager Valentin would inform the kitchen staff how much the restaurant made during its morning shift versus its evening shift at the end of the day. Valentin explained that he would do this to motivate the morning and evening shifts to compete against each other to perform better.

10. During my employment, Valentin would inform us that the restaurant made approximately four to five thousand dollars per day on a weekday morning shift, and three to four thousand dollars per day on an evening shift. On weekend shifts, he would inform us the restaurant made five to six thousand dollars in the morning and four to five thousand dollars in the evening.

11. This declaration has been translated to me in my native language of Spanish.

12. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: New York, New York
May 31, 2017



JORGE GONZALEZ ALVAREZ